

TERMS AND CONDITIONS FOR THE USE OF THE CONTRACTED NTR SOFTWARE (SaaS REGIME)

Definitions:

“NTR”: Net Transmit & Receive, S.L., a Spanish company with legal address in Barcelona, Calle Josep Pla #2 – Edificio B3, 1ª Planta, and Tax Identification Number (CIF) B-62173737, or any of its affiliates.

“CUSTOMER”: A person or legal entity, duly represented, contracting the SaaS services and the corresponding license for the use of the contracted NTR software, and that declared him/her self to be the owner of the Devices, or to have the owner's authorization to use them.

“Device/s”: Both desktop and laptop computers, and any other electronic machines able to store information and to treat it automatically by means of mathematical and logical operations controlled by programs, or those devices that interact with the NTR Software over which the Customer, after prior installation of an executable file provided by NTR, uses the Contracted NTR Software.

“Contracted NTR Software”: programs or applications proprietary of NTR, that the CUSTOMER selects in the Contracting Form and in relation to which the CUSTOMER contracts the corresponding usage license within the framework of the SaaS services that NTR provides.

“SaaS”: Software as a Service.

“SaaS Services”: services that NTR provides to the CUSTOMER through the SaaS platform in relation to the Contracted NTR Software.

“SaaS platform”: computing platform managed by NTR, comprising different hardware and software elements (including, among others, the contracted NTR software), communications and services, supplied by NTR or by NTR's third-party suppliers, accessible through the Internet, and that will store the CUSTOMER information and data.

“Provisory Password”: personal and non-transferable identification key that NTR will assign to the Customer to make use of the Free Trial.

“Password for SaaS services”: identification key of a personal and non-transferable nature that NTR will assign to the Customer to make use of the SaaS Services.

“Customer assigned area”: number of units of storage capacity for digital information in the SaaS platform, which NTR makes available to the CUSTOMER to provide the SaaS services.

“Contracting form”: document or form that the CUSTOMER must complete and sign in order to complete the electronic contracting-process and which will contain the specific contract conditions of the SaaS services as well as the corresponding license for the use of the Contracted NTR Software.

“Service Level Agreement”: document containing the level and quality requirements applicable to the SaaS services that NTR will provide to the CUSTOMER.

“User Manual”: manual detailing the specific operation and the corresponding technical features of each of the modalities of the NTR software.

Terms and Conditions for the Use of the Contracted NTR Software

1. Scope of the Terms and Conditions

The purpose of these Terms and Conditions is to define the terms and conditions under which NTR will provide the SaaS services to the CUSTOMER. Specifically, in order to provide the proper provision of SaaS services, the following is regulated:

- (i) Remote access to, and use by the CUSTOMER of, the contracted NTR software, that is part of and resident in the SaaS Platform of NTR or of subcontracted third parties acting on behalf of NTR as the Application service provider.
- (ii) The concession in favor of the CUSTOMER of the corresponding license for the use of the contracted NTR software.

2. The contracting process of the SaaS services and the corresponding license for the use of the contracted NTR software.

- 2.1 In order to start the contracting process, the CUSTOMER must accept these Terms and Conditions of Use and must fill the Contracting Form, that will contain the specific conditions of the contract, and in which the CUSTOMER shall select the Contracted NTR Software. In this regard, it is expressly stated that the CUSTOMER will have the option to complete the contracting process pursuant to these Terms & Conditions, in either Spanish or English.
- 2.2 In the Contracting Form, the CUSTOMER will indicate, among other aspects, (i) the number of Devices over which the CUSTOMER shall be able to install the necessary executable file to use the Contracted NTR Software and (ii) a contact person in charge of the centralization and coordination of the relations with NTR.
- 2.3 Finalization of the contracting process will be subject to (i) verification by NTR of the contents of the Contracting Form, (ii) payment of the relevant contracted service, and (iii) notification to the CUSTOMER of the completion of the contract.
- 2.4 The payment of the contracted service shall be carried out by the CUSTOMER through the payment channel provided by NTR in the website www.ntrconnect.com. Once the payment is verified, a confirmation message shall be sent to the CUSTOMER. The CUSTOMER shall be able to access, at any time, the status of his/her contracted account.

2.5 Once the contract is signed, NTR will assign the corresponding Password for the SaaS Services to the CUSTOMER so that each of the authorized Administrators and Operators can make use of those services.

2.6 The CUSTOMER has been informed and accepts that the information contained on the NTR website regarding the contracting of NTR software is not a contractual offer or the beginning of a business relationship with NTR, but that, in any case, the compliance with the requirements set forth for the conclusion of the contracting process in these Terms and Conditions will be requested in accordance with valid norms.

2.7 If the CUSTOMER disagrees with the contents of these Terms and Conditions or any of the specific conditions of the Purchase Order, the CUSTOMER should refrain from making use of the free trial and terminate the contracting process.

3. License for the use of the Contracted NTR Software

3.1 NTR grants to the CUSTOMER a nontransferable and non-exclusive license for the use of the contracted NTR software, solely under these Terms and Conditions, the Contracting Form, the User Manuals and any other applicable documentation, whether on paper, disc, in the computers's read-only memory or in any other form in use at the time.

3.2 The right to use the contracted NTR software will be granted exclusively to the CUSTOMER possessing the password for the SaaS services and only for use with the number of Devices indicated in the Contracting Form.

3.3 The CUSTOMER will refrain from making copies of, disclosing or allowing third parties to access the contracted NTR software; the CUSTOMER will not allow its use by third parties.

3.4 The rights granted to the CUSTOMER, in accordance with the provisions of these Terms and Conditions, extend to any update or new version replacing and/or complementing the contracted NTR software, unless the update or new version contains its own use conditions.

4. Intellectual property of the Contracted NTR Software

4.1 The contracted NTR software has been created by NTR, which will keep all intellectual, industrial or any other property rights on the contracted NTR Software, which cannot be the object of further modifications, copies, changes, reproduction, adaptation or translation on the part of the CUSTOMER.

4.2 The structure, features, codes, working methods, information devices, development tools, know-how, methodologies, processes, technologies or algorithms of the contracted NTR software are the property of NTR or its suppliers, and in this latter case, have been licensed or assigned by them and are protected by Spanish and international intellectual and industrial property laws and cannot be the object of

further modification, copy, changes, reproduction, adaptation or translation on the part of the CUSTOMER.

4.3 Also, all the user manuals, texts, graphic drawings, databases, video or audio support referred to or complementing the contracted NTR software (hereafter referred to as “Associated Materials”) are the property of NTR or the content providers and cannot be the object of further modification, copy, changes, reproduction, adaptation or translation on the part of the CUSTOMER.

4.4 The availability to the CUSTOMER of the contracted NTR software and the Associated Materials does not imply, in any case, the assignment of the name or the concession of a right to use in favor of the CUSTOMER other than as indicated in these Terms and Conditions.

4.5 Therefore, any use on the part of the CUSTOMER of the contracted NTR software or the Associated Materials, without the authorization of NTR is absolutely forbidden; this includes the exploitation, reproduction, disclosure, transformation, distribution, transmission by any media, further publication, exhibition, public disclosure or total or partial representation, which, if they occur, will be considered as infringements of the intellectual or industrial property rights of NTR, sanctioned by applicable legislation.

5. Regime for the provision of the SaaS services

5.1 NTR will provide the SaaS services directly, by its own means, or with the cooperation of third parties. Specifically, NTR may subcontract the SaaS platform in whole or in part to specialized companies from the sector.

5.2 In any case, the subcontracting of SaaS services by NTR will take place in full observance of the provisions of the law on the protection of personal data and, therefore, subject to the provisions of Condition 11.2.5 below.

5.3 Annex 1 includes the Service Level Agreement, containing the level and quality requirements applicable to SaaS services. With regard to the Service Level Agreement, NTR undertakes to make its utmost efforts to ensure its compliance, assuming the CUSTOMER’s full compliance with: (i) the provisions of Condition 6 below with regard to the technical specifications, as well as, in general, (ii) any of the remaining obligations set forth in these Terms and Conditions.

5.4 Based on Condition 2.3 (ii) above, the CUSTOMER will designate a contact person in the Contracting Form who is in charge of the centralization and coordination of the relations with NTR in all matters relating to the provision of SaaS services.

5.5 NTR shall provide the CUSTOMER with the maintenance services and the client support service, through the application of the Contracted NTR Software itself.

6. Technical Specifications and Use Manual

6.1 Annex II of these Terms and Conditions contains the technical specifications with which the CUSTOMER networks, devices and terminals must comply at all times in

order to install and use the contracted NTR software. If the CUSTOMER networks, devices and terminals do not comply with the technical specifications referred, the CUSTOMER will refrain from installing and using the contracted NTR software.

6.2 Also, it must be emphasized that each of the programs or applications that the CUSTOMER may select as contracted NTR software has a specific User Manual detailing its specific operation and the basic instructions for its use, as well as a Quick Start Guide that shall brief the basic operative and functioning instructions. The CUSTOMER may download the User Manual by clicking [here](#).

6.3 The CUSTOMER acknowledges that he/she is up-to-date and familiar with the contents of the corresponding Use Manual for each of the programs or applications it has selected as “Contracted NTR Software”. Since the User Manual cannot be permanently updated, it is expressly stated that, primarily, the CUSTOMER shall observe the instructions received from the Support Department of NTR.

6.4 NTR does not assume any responsibility that may derive from any usage by the CUSTOMER that is not in accordance with the User Manual or in those cases when the CUSTOMER’s networks, devices and terminals do not comply with those technical specifications.

6.5 Following prior notification by NTR, the CUSTOMER must disconnect its networks, devices or terminals from the NTR platform if, in the opinion of NTR, those networks, devices or terminals have caused or may cause failures, interruptions, errors or defects in the ASP platform.

7. Usage conditions of the SaaS platform and the contracted NTR software

7.1 The SaaS platform and the Contracted NTR Software will be accessible exclusively by those CUSTOMERS to whom NTR has assigned and provided the corresponding Password for those services, in accordance with the provisions of Condition 2 above.

7.2 The CUSTOMER may use the SaaS platform and the contracted NTR software exclusively in accordance with the purposes indicated in these Terms and Conditions. By way of information and without limitation, the CUSTOMER is expressly forbidden from using the SaaS platform and the contracted NTR software for the following purposes:

- (i) Exploitation, reproduction, broadcasting, transformation, distribution, transmission by any media, further publication, exhibition, public disclosure or total or partial representation of the contracted NTR software.
- (ii) Giving access the SaaS Services or the SaaS Platform and the Contracted NTR Software to people other than the CUSTOMER or through a number of devices superior to that contracted, in accordance with the provisions of the Condition 2 above.
- (iii) Perform any kind of action that may result in modifications, adjustments, damage or changes in the SaaS platform.

- (iv) Process information or data considered illegal, offensive, slanderous, insulting, defamatory, racist, xenophobic, obscene, threatening or discriminatory.
- (v) Process information or data containing viruses, Trojans, or any other elements that may cause damage or changes to the SaaS platform.
- (vi) Generically, any other action against moral, the public order and the norms.

7.3 Some modalities of the contracted NTR software may give the CUSTOMER the possibility to take part in forums and/or share information with NTR or other customers that contracted the SaaS services. With relation to the above, the CUSTOMER agrees not to transmit, disclose or make available to other CUSTOMERS or third parties information, messages, graphs, sound and/or image files, recordings, software and, in general, any class of material, data or contents (hereunder “the contents”) that:

- (i) Induce, incite or promote criminal, humiliating, defamatory, inflammatory, or violent actions, or actions that, in general, oppose the law, public morality, common propriety, generally accepted uses or public order.
- (ii) Induce, incite or promote discriminatory actions, attitudes or ideas for reasons of sex, race, religion, beliefs, age or condition.
- (iii) Include criminal, violent, pornographic, degrading messages or those that, in general, oppose the law, public morality, common propriety, generally accepted uses or public order.
- (iv) Are protected by intellectual or industrial property rights belonging to third parties unless the CUSTOMER has first obtained the necessary usage authorization from the holders of those rights.
- (v) Are considered illegal, deceptive or disloyal advertising and, in general, represent unfair competition.
- (vi) When their features (format, extension, etc.) cause problems in the normal operation of the SaaS platform or the SaaS services.

7.4 With regard to any of the contents that the CUSTOMER may share with NTR or with other customers, based on the provisions of Condition 7.3 above, the CUSTOMER grants to NTR the authorization to use those Contents, which may be the object of further exploitation, reproduction, broadcasting, transformation, translation, distribution, transmission by any media, further publication, exhibition, public disclosure or total or partial representation. The CUSTOMER has no right to receive from NTR pecuniary compensation with regard to that authorization to use the Contents.

7.5 The CUSTOMER will respond for any damage or pecuniary detriment that NTR or other NTR customers may suffer as a result of the CUSTOMER’s non-compliance with any of the obligations related to the Contents, and will release NTR from any

claim that may be filed against it in this regard, agreeing to pay all amounts that NTR may have to pay.

7.6 In order to verify the CUSTOMER's compliance with the provisions of these Terms and Conditions, to ensure the security and proper use of the SaaS platform, and to secure a better performance or adjustments of certain elements of the NTR Contracted Software, NTR withholds for itself the right to monitor the CUSTOMER's use of the SaaS platform and the contracted NTR software.

7.7 The CUSTOMER is the only liable entity in relation to the content of the transmissions carried out when using the Contracted NTR Software, as well as in relation to the activity carried out in the Devices. Likewise, should the CUSTOMER allow a third party to access its Devices (invitation), it shall be entirely responsible for the actions carried out on those Devices. In this regard, NTR provides the CUSTOMER with the necessary means to verify the actions executed on the Devices, as well as a warning mechanism that alerts him/her each time that a Device is subject to a remote control.

7.8 The CUSTOMER undertakes to keep his/her password secret. The CUSTOMER undertakes to immediately notify NTR on any unauthorized use of the CUSTOMER's account.

8. Price and method of payment

8.1 The Contracting Form will detail the price and method of payment applicable for the SaaS services and the right of use for the contracted NTR software granted to the CUSTOMER in view of the provisions of these Terms and Conditions.

8.2 Specifically, it is expressly indicated that the price for the ASP Services and the contracted NTR Software license will be set based on the number of Devices that the CUSTOMER designates in the Contracting Form.

9. NTR's responsibility with regard to the provision of SaaS services

NTR's responsibility with regard to the obligation to provide the SaaS services assumed in this contract will be subject to the following limitations:

- (i) NTR's total liability for all concepts deriving from the provision of SaaS services, including the license of use for the contracted NTR software, cannot exceed in any case an amount equivalent to the price agreed upon in the Contracting Form. Under no circumstances may the CUSTOMER claim compensation from NTR for damages that may be qualified as derived damages, loss of revenues, loss of business, loss of business reputation or claims from third parties against the CUSTOMER (even if those third parties are public entities or its own customers) or any similar damage.
- (ii) With regard to non-compliances produced in the execution of the functions or services that, in accordance with the provisions of Clause 5.1, have been provided by third parties subcontracted by NTR, NTR's total liability will not exceed, in general, the total amount that NTR, in accordance with the contracts signed in each specific case,

may obtain for the relevant non-compliance from the subcontracted third party in charge of the provision of the service affected by the non-compliance.

10. Warranty on the Contracted NTR Software

- 10.1 Specifically, the CUSTOMER agrees that the contracted NTR software is supplied “as is”; therefore, NTR does not guarantee that the functions it contains will meet the needs of the CUSTOMER or that the contracted NTR software operates without interruptions or errors. The CUSTOMER will assume the full cost of all the services, repairs and corrections necessary to adapt it to his/her needs.
- 10.2 In accordance with the provisions of Condition 2, a trial period is set forth, which is understood as the warranty term. If the CUSTOMER does not notify NTR in a legally indisputable manner of the existence of anomalies during the trial period mentioned above, it will be assumed that the CUSTOMER is fully satisfied with the contracted NTR software, that it works properly and that it suits the CUSTOMER’s needs, renouncing from this moment the opportunity to make any claim to the contrary.
- 10.3 The CUSTOMER agrees that the contracted NTR software constitutes a work tool to complement but not replace the human work.
- 10.4 To make use of the license granted on the contracted NTR software, the CUSTOMER, at all times, must comply with the following obligations: (i) perform backup copies of the data files generated with the continuous use of the contracted NTR software; (ii) use the contracted NTR software in accordance with the provisions of the User Manuals; (iii) have a computing device in good condition; (iv) install an uninterrupted power supply system, with voltage-stabilization; (v) control access to the contracted NTR software in order to prevent use by unauthorized or inexperienced people; (vi) contract periodic maintenance services for the hardware and software; (vii) not allow the installation of virus and defective programs in the same hard disk; (ix) and any other reasonable preventive measure.
- 10.5 In no case will NTR be considered responsible for operating errors or damages caused by the CUSTOMER’s non-compliance with its obligations referred to in Condition 10.4 above or any other applicable obligation in accordance with the provisions of these Terms and Conditions.
- 10.6 NTR will not be responsible for damages that may be qualified as loss of revenue, loss of business, damage to the image or loss of commercial reputation.
- 10.7 Under no circumstances may the CUSTOMER claim compensation for damages caused by reasons beyond NTR’s control, specifically but not limited to interruption or failures (i) in the power supply systems; (ii) in the telecommunications network; (iii) in the interconnection elements; and (iv) in the CUSTOMER devices and terminals.

- 10.8 NTR's liability for damage directly imputable to the use of the contracted NTR software cannot under any circumstances exceed the amount effectively received by NTR in consideration of the usage license for the contracted NTR software.

11. Protection of personal data

11.1 Consent to process personal data

With regard to the personal data that the CUSTOMER may provide to NTR in the Contracting Form, the following provisions apply:

- 11.1.1 NTR notifies the CUSTOMER that the personal data provided by filling in the Contracting Form will be collected in the file under the responsibility of NTR. The CUSTOMER may exert its access, rectification, cancellation and opposition rights to the processing of those data in Barcelona, Calle Josep Pla #2 – Edificio B3, 1ª Planta. For more convenience and notwithstanding that several formal requirements must be satisfied, NTR offers to the CUSTOMER the possibility to exert the above-indicated rights by calling the telephone number (34) 93 445 07 00 or contacting the e-mail address, info@ntrglobal.com, which is provided for this purpose.
- 11.1.2 If the CUSTOMER does not provide the required personal data, or does so in a partial or incorrect way, NTR may not be able to accept its contract request.
- 11.1.3 The CUSTOMER must notify NTR of any changes in its personal data so that the information contained in NTR files is always updated and free from errors.
- 11.1.4 As NTR intends to send its CUSTOMERS business communications via traditional or electronic means regarding its own products and services, as well as those of third parties, the CUSTOMER, by accepting these Terms and Conditions, expressly authorizes NTR to send commercial, promotional or advertising communications by email or any other equivalent electronic media. If the CUSTOMER does not want to receive commercial, advertising or promotional communications, regardless of the channel used, it may notify NTR of this decision free of charge through the channel indicated above to exert this right. The CUSTOMER's agreement to receive commercial information is always revocable, with no retroactive effects.
- 11.1.5 The CUSTOMER authorizes NTR to share its data with the affiliate companies of the NTR Group included in Annex III or those mentioned at any time in NTR web site www.ntrglobal.com, exclusively for the purposes indicated above, which will result in the international transfer of data to those countries where the NTR Group affiliates operate, including countries not offering a level of protection equal to the European Union. This consent is revocable at any time, without retroactive effects.
- 11.1.6 Also, with this document the CUSTOMER is informed of the first communication of data to the companies of the NTR Group.

Comment [d1]: Link to ntrglobal.com

- 11.1.7 NTR states that it has implemented the technical and organization security measures necessary to ensure the security of personal data and prevent their unauthorized alteration, loss, processing and/or access, taking into account the state of the technology, the nature of the stored data and the risks to which they are exposed, whether from human action or physical or natural means.

11.2 Provision of services by NTR implying processing of personal data

During the provision of the SaaS services indicated in these Terms and Conditions, NTR may exceptionally request access, for maintenance or security reasons, to the CUSTOMER's personal data, in which case the following provisions apply:

- 11.2.1 At all times, NTR and the CUSTOMER will properly comply with the provisions contained in the data protection legislation applicable for information and data handled during the provision of the services covered by this Contract.
- 11.2.2 Specifically, NTR agrees to treat the data in accordance with the instructions of the CUSTOMER, not to apply or use them for purposes other than the provision of the services covered by these Terms and Conditions and not to disclose them, even for safekeeping, to other people. Once the provision of the services is completed, the personal data, as well as any supporting material or documents indicating personal data used during the provision of the services, must be destroyed or returned to the CUSTOMER, unless NTR is legally bound to keep them and, in such a case, NTR must only keep them for the term required.
- 11.2.3 The CUSTOMER will also comply with the obligations contained in the provisions on personal-data protection under which he/she is responsible for the files containing those data, including legal obligations towards those prejudiced and towards the competent authorities in the field of personal-data protection or replacing entity.
- 11.2.4 The CUSTOMER authorizes NTR to bear the costs, including any kind of compensation, sanction and expenses resulting from claims of the affected people, for negligence and/or lack of confidentiality, use and/or undue treatment of the personal data, expressly including any amount deriving from the sanctions that eventually may be imposed by the competent authority in matters of the protection of personal data for the non-compliance or defective compliance with applicable legislation, provided that the non-compliance is due to the CUSTOMER, its employees or its assistants. In those cases, NTR will notify the CUSTOMER of the claims received so that the CUSTOMER may prepare its legal defense. The CUSTOMER must act at all times in a coordinated way with NTR and always preserve the NTR image.
- 11.2.5 With regard to the provisions of Clause 5.1 of these Terms and Conditions, the CUSTOMER expressly agrees that NTR may effectively contract and subcontract the companies specified in Annex IV to provide certain

services that NTR requests to provide the ASP services to the CUSTOMER. As the provision of those services may require, under exceptional circumstances, that personal data belonging to the CUSTOMER be processed, in the contract signed between NTR and the subcontracted third parties and with regard to the processing of personal data, it is understood that NTR acts on behalf of the CUSTOMER.

12. Adaptations or new versions of the Contracted NTR Software

NTR may perform adaptations or release new versions of the Contracted NTR Software. If as a result of those adaptations or new versions of the contracted NTR software, NTR considers the modification of these Terms and Conditions to be necessary, it will notify the CUSTOMER of the new Terms and Conditions, which the CUSTOMER must accept within the term set forth in the corresponding communication. Should the CUSTOMER not accept the new Terms and Conditions, the license of use covered by them will be understood to be terminated.

The CUSTOMER expressly agrees that NTR may notify the CUSTOMER of updates or patches that may be considered necessary for the proper operation or maintenance of the contracted NTR software by means of notices or alerts visible to the CUSTOMER. Under no circumstances may the CUSTOMER claim any compensation from NTR for damages that it may derive from the poor operation of the contracted NTR software caused by the CUSTOMER not accepting those updates or patches.

13. Duration and termination of the SaaS Services and the license of use

13.1 The contractual relation ruled by these Terms and Conditions will be valid from the time when NTR receives the acceptance on the part of the CUSTOMER of the Terms and Conditions and the Contracting Form, and the payment confirmation from the payment channel, and will have the duration stated in the Contracting Form. In the Contracting Form the CUSTOMER shall be able to choose between having the service terminate upon termination of the contracted term, or having it renewed automatically for successive terms equal to those contracted, unless any of the parties notifies the other, no later than fifteen (15) days in advance of the termination of the initial term of validity or any of its extensions, of its intention to not extend the contract.

13.2 The contractual relation governed by these Usage Conditions will terminate for any of the following reasons:

- (i) The termination of the duration or any of its extensions.
- (ii) At any moment, by mutual agreement between the parties.
- (iii) By NTR's denouncement of the contract for the CUSTOMER's non-compliance with any of the obligations, as set forth in these Terms and Conditions or the Contracting Form, notwithstanding the right of NTR to decide

to continue the contract and request from the CUSTOMER full compliance with his/her obligations, requiring that he/she, in any of the prior cases, repair the damage caused by his/her non-compliance.

- 13.3 Following the termination of the license on the contracted NTR software, the CUSTOMER agrees to uninstall or delete the contracted NTR software, as well as any copy, supporting material or associated documentation, from his/her computing devices within a term of no more than fifteen (15) days.

14. Force Majeure

The parties will not be considered responsible for the non-compliance with the obligations set forth in these Terms and Conditions if the non-compliance is due to causes beyond the control of the non-compliant party, including but not limited to the following: fire, flooding, strikes, labor conflicts or social unrest, shortages or unavailability of fuel or power supply, unavailability or abnormal operation of the communication networks, accidents, war (declared or not), commercial embargoes, blockades, riots or insurrections.

15. Prevalence of the clauses

If one of the clauses of these Terms and Conditions is declared void or inefficient, in whole or in part, the nullity or inefficiency will only affect that provision or the void section, with the remaining Terms and Conditions prevailing, and the provision, or part thereof, considered affected will be considered as not included. Therefore, these Terms and Conditions must only lose validity with regard to the void provision and no part or provision of these Terms and Conditions will be cancelled, invalidated, damaged or affected by the decision unless that provision is essential for these Terms and Conditions, affecting them in full.

16. Applicable legislation

Any controversy resulting from the interpretation or execution of these Terms and Conditions, or any of its eventual modifications, as well as any non-compliance with them will be analyzed in accordance with Spanish legislation.

17. Competent jurisdiction

To solve any controversy related with the provisions of these Terms and Conditions or their execution, the CUSTOMER and NTR expressly submit to the Courts and Tribunals of Barcelona, waving any other jurisdiction that may correspond.

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ANNEX I

Service Level Agreement

1. The ASP platform and the contracted NTR software will be available for use via the Internet 24 hours a day, 365 days per year, under the following conditions:
 - (i) 99% annual availability, Monday through Friday.
 - (ii) 98% annual availability on weekends (Friday 0:00 CET through Sunday 0:00 CET)
 - (iii) Within the area assigned to the CUSTOMER, the information will be stored for a term of no more than six months. The CUSTOMER has systems that support the migration of the information to its own environments.
2. NTR will not be considered responsible for the interruption of availability of the information and services caused by reasons of force majeure or beyond its control. The following elements or resources, both of the Operator or user or the CUSTOMER, are considered beyond NTR control:
 - (i) Computing system
 - (ii) Connection software
 - (iii) Browsing software
 - (iv) Virus.
 - (v) Access to Internet with the media available for both parties, switching telephone network, ISDN, xDSL, frame relay, cable, satellite and any other transmission or telecommunication infrastructure and the available bandwidth.
3. NTR may temporarily interrupt the storage of the Information in its Servers or its availability to Internet users for security reasons, maintenance requirements or for restructuring NTR computing resources. These interruptions are intended to improve the storage service and the availability of Information through the Internet. In any case, NTR will make the utmost efforts to ensure that these interruptions only minimally affect the CUSTOMER. NTR will notify the CUSTOMER in advance of scheduled interruptions whenever possible.

ANNEX II

Technical requirements of the DEVICES and OPERATOR's networks and interconnection, devices and terminals

DEVICES

- Microsoft Windows platforms (9X, 2000, NT, ME, 2003, XP)
- Internet Explorer 5.0 (or higher) or Netscape 6 (or higher), Firefox 1.0 and 2.0, Safari (Mac)
- MAC OS X platforms (10.0 or higher)
- 256 MB RAM minimum
- 1,5Mb of free disk
- Minimum connection: 56 Kbps. Recommended broadband

CUSTOMER

- Microsoft Windows platforms (9X, 2000, NT, ME, 2003, XP, CE), Pocket PC, (version iemobile, 2003 and 2005)
- Internet Explorer 5.0 (or higher) or Netscape 6 (or higher), Firefox 1.0 and 2.0, Safari (Mac)
- MAC OS X platforms (10.0 or higher)
- MAC OS X platforms (10.0 or higher)
- 128 MB RAM
- 512 Kbytes of free disk
- Minimum connection: 256 Kbps

ANNEX III

Companies of the NTR Group that may receive personal data from the CUSTOMER

- **Net Transmit & Receive France, S.A.S.**, located at 55, Avenue Marceau 75116 Paris, France.
- **Net Transmit & Receive Germany GmbH**, located at Bergheimer Str. 126, 69115 Heidelberg, Germany.
- **NTR Italia, S.r.l.**, located at Via Sangro, 29, 20132 Milan, Italy.
- **NTR North America LLC**, located at 14881 Quorum Drive, Ste 850, Dallas, TX 75254, USA.
- **Net Transmit & Receive (UK), Limited.**, located at Surrey Technology Centre, 40 Occam Road. The Surrey Research Park, Guildford. Surrey, GU2 7YG, United Kingdom.
- **NTR Brasil – Serviços de Manutenção em Software Ltda**, located at Edifício Spazio JK · Av. Juscelino Kubitschek 1726 · 11º andar conj 111/112 04543-000 Vila Olímpia · São Paulo, SP, Brazil.
- **NTR Benelux B.V.**, located at Winthontlaan 200, 3526 KV Utrecht, The Netherlands

ANNEX IV

Suppliers that NTR subcontracted and that, under exceptional circumstances, may have access to personal data of the CUSTOMER

- **COLT TELECOM ESPAÑA SA**

C/ Acer, 5-9, 08038 Barcelona, Spain

- **NTT/ VERIO:**

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